

MAIL TO:

STATE OF UTAH
 DIVISION OF PURCHASING
 3150 STATE OFFICE BUILDING, CAPITOL HILL
 P.O. BOX 141061
 SALT LAKE CITY, UTAH 84114-1061
 TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Invitation to BidSolicitation Number: **BV6013**Due Date: **08/31/05 at 2:00 P.M.**

Date Sent: August 16, 2005

Goods and services to be

DIRECT MERCURY ANALYZER**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ____ No _____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

STATE OF UTAH
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: BV6013

Due Date: 08/31/05

Vendor Name:

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	EA.	DIRECT MERCURY ANALYZER TO ANALYZE TRACE LEVELS OF MERCURY IN FISH TISSUES, PER THE ATTACHED SPECIFICATIONS. BRAND: _____ MODEL: _____ MUST INCLUDE PRODUCT LITERATURE OR YOUR BID MAY BE REJECTED.	\$	\$
OPTION A	1	EA	FOUR PLACE ANALYTICAL BALANCE WITH INTERFACE CABLE	\$	\$
OPTION B	1	EA	A LASER JET PRINTER PLUS INTERFACE CABLE	\$	\$
QUESTIONS ON SPECIFICATIONS CALL ROBERT ANDERSON AT (801) 584-8444. QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL BRENDA VELDEVERE AT (801) 538-3142. RX: 270 68000000005 COMMODITY CODE: 49308					

Ship To: DEPARTMENT OF HEALTH
STATE LABORATORY/SERVICES
46 NORTH MEDICAL DRIVE
SALT LAKE CITY UT 84113

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
QSHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)	
Q Small package/Ground Q LTL(Less than truck load) Q Truckload Q Air Q Other (Please specify)	
NMFC Class# _____	
NMFC Item # _____	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

The State of Utah, Division of Purchasing offers bid tabulations and award notifications on its website:
www.purchasing.utah.gov

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

1. BID PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

2. SUBMITTING THE BID: (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. SAMPLES: Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

6. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

7. DIVISION APPROVAL: Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

8. AWARD OF CONTRACT: (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated.

9. ANTI-DISCRIMINATION ACT: The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. ENERGY CONSERVATION AND RECYCLED PRODUCTS: The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

12. GOVERNING LAWS AND REGULATIONS: All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov.

Bid # BV6013

Specifications for a Mercury Analyzer for the Utah State Laboratory

The Utah State Laboratory requests to purchase a Direct Mercury Analyzer to analyze trace levels of mercury in fish tissues. The system must have integrated sample drying, thermal decomposition, amalgamation and Atomic Absorption spectrophotometry.

The system must comply with US EPA Method 7473.

Specifications:

The system must have the following specifications:

- The mercury analyzer must utilize thermal decomposition as the sample preparation step.
- Must incorporate catalytic conversion to mercury vapor
- Must have gold amalgamator that selectively traps mercury
- Must have a system or means to trap or prevent halogen, sulfur and nitrogen interference with the mercury measurement
- Must perform measurement using atomic absorption spectroscopic technique at 254 nm Wavelength
- Must have a silicon UV photodetector
- Must measure absorbance either as peak height and/ or peak area plus allow the analyst to choose which parameter (height or area) to use
- Must achieve and demonstrate a Detection Limit of 0.01 nanogram of total Hg as stated in EPA Method 7473 Revision 0. Vendor will declare or state any exception to this requirement
- Must achieve and demonstrate a Practical Quantitation Limit of 0.005 (or less) parts per million of mercury in fish tissue. Vendor will declare or state any exception to this requirement
- Must have data Reproducibility: <1.5%
- Sample treatment must be completely programmable;
- Catalyst tube must be protected by metal block to avoid breakage
- Must be capable of performing Calibration with solid or liquid standard reference materials
- Must be able to add data to existing calibration curve.
- Must have Nickel boats, standard with Optional Quartz boats

Autosampler

- Must include at a minimum an integrated 40-position Autosampler
- The Autosampler must be Built-in to unit and permanently aligned to allow for field use of instrument with Autosampler capability
- The turning carousel must be protected by a plastic cover against dust and contamination
- The Mercury Analyzer must have a dedicated Controller as a standard configuration with Optional system available to be run from a user-provided PC
- Controller must Displays real time graphical representation of the sampling process
- Must interfaces to an analytical balance for automatic sample weight data transfer to sample queue
- Must be able to interface to a printer to print analytical data

Software

- Software should be MS Windows or MS Windows based
- Must upload sample weights, run sample programs, document and export data. Features must include calibration, sample concentration, blank subtraction and data manipulation
- Must perform user specified data calculation, allows operator to choose data sets for statistical evaluation
- Must store at a minimum up to 150 sample results per data file
- Must have choice of linear, second order or third order fit for calibration curves
- Provides a statistical validation of the calibration curve
- Must be able to switch between manual and automatic mode
- Switch from sampling mode to data mode to view graphs
- Must be able to add additional samples to the Autosampler while a sample run is in progress
- Must be able to print Individual Sample Graphs (measurement peaks with absorbance values)
- The mercury Analyzer system include a (1) year warranty to commence upon successful installation of the unit at the Utah State laboratory
- Vendor will install the system at the State laboratory
- Vendor will provide (1) day on-site training to address instrument operation, and preventive maintenance.
- Parts and service must be available within the United States. Vendor will state locations
- System must have a spares kit available that includes: 2 x decomposition tube, 2 x amalgamator, 1 x set of 40 nickel boats, 1 x set of 10 quartz boats and 1 x mercury trap.
- Vendor will provide (3) references currently using the system for the analyses of mercury in fish and solids.
- Must have on line or telephone support available for troubleshooting and routine maintenance

Vendor will describe or explain what are the features of the system and why is it that these features make the system the best choice for the State laboratory's program